**Terms of Use for ThinkQuest Projects**

**INTRODUCTION**

The Terms of Use set forth herein (“Terms of Use”) apply to your use of www.thinkquest.org (the “Site”) for the purpose of participating in the global program that provides interactive project-based learning to students in several countries (“Projects”). The Site is hosted by the Oracle Education Foundation (the “Foundation”), a California non-profit organization with registered offices at 500 Oracle Parkway, Redwood Shores, California, U.S.A. The Site offers all of the teachers, students, Foundation staff and other partners of the Foundation that are registered to use the Site (“Users”) access to the various interactive learning tools, programs and services of Projects.

As used herein, “you” or “your” shall refer to you as a visitor to or User of the Site. “We” or “our” shall refer to the Foundation.

By using the Site, you accept and agree to comply with the Terms of Use. Your use of the Site also is subject to and contingent upon your agreement with the Projects [Privacy Policy](http://www.thinkquest.org/docs/), which are hereby incorporated by reference. PLEASE READ AND AGREE TO THE TERMS OF USE AND OUR PROJECTS PRIVACY POLICY CAREFULLY BEFORE USING THE SITE.

**PARENTAL CONSENT TO USE THE SITE**

IF YOU ARE A MINOR, YOU MUST REVIEW THE TERMS OF USE AND OUR PROJECTS PRIVACY POLICY WITH A PARENT OR LEGAL GUARDIAN OR A TEACHER BEFORE YOU USE THE SITE OR PARTICIPATE IN PROJECTS. YOU ALSO MUST HAVE YOUR PARENT OR LEGAL GUARDIAN SUBMIT A SIGNED [CONSENT](http://www.thinkquest.org/docs/) IN ORDER TO USE THE SITE OR PARTICIPATE IN PROJECTS.

The Foundation is aware that the nature of this Site means that a significant number of our Users are young people. We encourage all young visitors to consult with their parents about how to best enjoy the Site. We believe that parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools also can prevent children from disclosing their names, addresses and other personal information without parental permission. For additional information about parental control tools, please consult the "Consumer Assistance" page of the Direct Marketing Association available at <http://www.the-dma.org/>. For locations outside of the United States, please go to [www.the-dma.org/affiliates/dmintl.shtml](http://www.the-dma.org/affiliates/dmintl.shtml) for a country-by-country directory of direct marketing associations. For additional information on the Foundation’s privacy practices, please see below and also refer to the Projects [Privacy Policy](http://www.thinkquest.org/docs/), which is hereby incorporated by reference.

**REGISTRATION TO USE THE SITE**

Before you can register for Projects, a School Agreement must be in place between your school and the Foundation. You also must read and agree to these Terms of Use and the Projects [Privacy Policy](http://www.thinkquest.org/docs/), which is hereby incorporated by reference. You must complete all aspects of the registration process.

You acknowledge and agree that the Foundation may (i) block your use of the Site if your registration is not complete and/or (ii) may terminate your account and rights to use the Site if any registration data that you provide is untrue, inaccurate, not current or incomplete, or if the Foundation has reasonable grounds to believe that any registration data is untrue, inaccurate, not current or incomplete.

**ACCOUNT SECURITY**

Users will receive a unique user name and password (together, “your Account”). You understand that you are responsible for keeping your Account secure. You also are responsible for all activities that occur through your Account. You agree to immediately notify the Foundation or your school of any unauthorized use of your Account or any breach of security. Unauthorized access to the Site is a breach of the Terms of Use and a violation of law.

**RULES OF CONDUCT**

As a User of the Site, you acknowledge and agree to the following rules of conduct (“Rules of Conduct”) for the Site:

**No Bad Language, Pictures or Behavior**. You agree not to post or distribute any material that is: (a) defamatory, abusive, harassing, insulting or threatening to any other person or that could be considered stalking; (b) bigoted, hateful or racially offensive; (c) vulgar, obscene or sexually explicit; or (d) illegal or promoting illegal activity. The Foundation, in it sole discretion, determines what violates this section.

**Ask for Permission When Borrowing Other People's Work**. You agree not to post or distribute any material that infringes and/or violates any right of a third party or any domestic or international law, including but not limited to: (a) copyright, patent, trademark or other proprietary rights; (b) rights of privacy or publicity (specifically, you must not post or otherwise distribute any other person's personal information); or (c) any confidentiality obligation.

**No Advertising or Selling**. You agree not to advertise or sell anything (whether or not for profit) or use the Site for commercial purposes of any kind.

**No Viruses**. You agree not to post or distribute a computer virus or other harmful component.

**No Lies**. You agree not to impersonate any person or entity or misrepresent your identity.

**No Mass Emails**. You agree not to engage in antisocial, disruptive or destructive acts, including "flaming," "spamming," "flooding," "trolling" and "griefing" (as such terms are commonly understood and used on the Internet.)

**No Tampering**. You agree not to delete any legal notice, disclaimer or proprietary notice, such as copyright or trademark symbols, or modify any logo that you do not own or have express permission to modify.

**No Illegal Activity**. You will not, intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulation or law.

We may remove and/or notify law enforcement officials of any material that is in violation of any part of these Rules of Conduct. We also may remove material that we determine is not appropriate for the Site and terminate your Account at any time. We also reserve the right to cooperate with law enforcement officials regarding the identification of any User alleged to be using the Site in violation of any applicable law.

The Foundation may, at any time without prior notice, temporarily limit or suspend in whole or in part a User’s access to the Site and take reasonable actions to mitigate damages to the Foundation or other third parties if the User has engaged in conduct or activities prohibited by the Terms of Use or has violated any applicable law. The Foundation shall not have any liability to the User or to any third party in respect of any limitation or suspension of the User’s access to the Site.

**PUBLIC COMMUNICATION AND OUR PROJECTS PRIVACY POLICY**

The Site allows its Users to participate in educational projects and, if authorized, allows teachers and students to connect with other Users at different schools and in different countries. As part of participation in the Site, Users may, among other things, submit personal information (i) to register to form or become part of a team; (ii) to use a non-public area of the Site; (iii) to register online for the ThinkQuest Live event; and/or (iv) to register to receive additional information from the Site.

You understand and acknowledge that anything you submit to the Site is routed through the Site's servers and the Internet. You understand that all submissions to the Site are subject to the Projects [Privacy Policy](http://www.thinkquest.org/docs/). You acknowledge that the information, data, text, software, music, sound, photographs, graphics, video, messages or other materials provided to you, by you or otherwise accessible by or to you during your visit to the Site posted on the Site (collectively, the "Content") may be viewed by other Users. Please keep in mind that whenever you post your personal information online, your personal information can be collected and used by people that you don't know. We cannot guarantee the security of any of the personal information that you disclose online. Except for the information we collect in accordance with the Projects [Privacy Policy](http://www.thinkquest.org/docs/), please do not submit any personal information via the Site. You make such disclosures at your own risk. You are responsible for your Content on the Site and we are not responsible for the Content posted or sent by Users. You use the Content on the Site at your own risk.

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Other than as expressly permitted in the Terms of Use, you agree that you will not and will not permit others to: (i) publish, copy, transmit, transfer or sell, reproduce, distribute, perform, display or in any way exploit any of such Content in whole or in part; (ii) sublicense such Content to any third party or use such Content for any commercial purpose; (iii) alter such Content in any way (including without limitation, by removing copyright, trademark and other proprietary notices included with the same); (iv) create any derivative work of such Content; or (v) otherwise use such Content in a manner that is inconsistent with the Terms of Use.

**LINKING TO THE SITE**

You may link to the Site solely for noncommercial or educational purposes provided you notify us by completing the online [Link Notification Form](http://thinkquest.org/library/notification_form.html)). For questions, please contact support@thinkquest.org. For the avoidance of doubt and subject to the following, you may not link to the Site for, or in relation to, any for-profit activities. Entities or individuals wishing to link to the Site for uses other than noncommercial or educational purposes must first request and receive written permission from the Foundation.

The foregoing notwithstanding, the Foundation reserves the right in its sole discretion to prohibit any entity or individual from linking to the Site.

To the extent permission is granted to website publishers, such publishers may not include a banner over the browser window of the linked page such that the URL of the Site or sub-page is not visible. In addition, the origin of the Site must be included in any description or listing of a Site (for instance, "a ThinkQuest site" or other language as may be required by the Foundation in its sole discretion).

**LINKS TO OTHER WEBSITES**

The Terms of Use apply only to the Site. The Foundation, its affiliates and subsidiaries operate many other websites for different purposes and in multiple jurisdictions where local laws may apply. The Site may include links to certain affiliated sites and to other educational resource and non-profit Sites, including access to content, products and services of such affiliated and non-affiliated sites (“Other Sites”). When you click on a link to these Other Sites, you leave the Site. These Other Sites are not under the control of the Foundation and you acknowledge that the Foundation is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such sites (whether or not such sites are affiliated in any way with the Foundation). The inclusion of any links within the Site to any other site does not imply endorsement of such other site by us or any association with its operators. Prior to accessing Other Sites or non-Foundation content via the Site, we urge you to familiarize yourself with the terms of use and privacy policy for each Other Site prior to using such Other Sites. The Foundation takes no responsibility for the compliance or non-compliance by any Other Site with any privacy or other law.

**FOUNDATION'S USE OF SUBMISSIONS**

The Foundation does not accept or consider unsolicited submissions or other content. Please do not send your unsolicited ideas or any original materials to us or anyone at the Foundation. If, despite this request, you still send us your ideas or such materials, please understand that we make no assurances that your ideas or materials will be treated as confidential or proprietary, and upon submission, any such ideas or materials become the sole and exclusive property of the Foundation.

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Oracle Education Foundation Copyright Agent  
Email: [***copyrightagent@thinkquest.org***](mailto:copyrightagent@think.com)  
Oracle U.S.A.  
500 Oracle Parkway  
Mail Stop 5OP-8  
Redwood Shores, CA 94065

When notifying the Foundation of alleged copyright infringement, please include all of the following information:

(i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

(ii) Identification of the copyrighted work claimed to have been infringed;

(iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to locate the material;

(iv) Information reasonably sufficient to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address;

(v) A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

(vi) A statement that the information in the notification is accurate, and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If material is believed in good faith by the Foundation to infringe a copyright or otherwise violate any intellectual property right, the Foundation will remove or disable access to any such material. If you believe that a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notification, you may file a Counter-Notification in Response to Claim of Copyright Infringement with the Foundation's Copyright Agent.

**DISCLAIMER**

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**LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR MATERIALS OR FUNCTIONS ON THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Foundation, its affiliates and their respective officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site, your violation of the Terms of Use or any Content you post or any posting by any other person using your Account of any objectionable material.

**MODIFICATIONS TO THE SITE**

The Foundation reserves the right to modify or discontinue the Site, or any part thereof, temporarily or permanently, with or without notice to Users. We are not obligated to support or update the Site. Users acknowledge and agree that the Foundation will not be liable to Users or any third party in the event that the Foundation modifies or discontinues the Site.

**TERMINATION**

The Terms of Use are effective until terminated by either you or us. You can terminate the Terms of Use at any time by discontinuing use of the Site. We may immediately terminate the Terms of Use as applied to you (including your access to the Site) without cause and without notice in our sole discretion. Upon termination by either you or the Foundation, you must stop using the Site.

**APPLICABLE LAWS**

The Terms of Use will be governed by the substantive and procedural laws of the State of California and the United States, without regard to the conflict of laws provisions thereof. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Terms of Use. Any controversy or claim arising between the parties in connection with the Terms of Use will be resolved by binding arbitration in accordance with the terms and conditions of this section; provided, that actions by either party seeking equitable or declaratory relief may be brought in any court of competent jurisdiction. Each party irrevocably and unconditionally (i) consents to the jurisdiction of any such proceeding and waives any objection that it may have to personal jurisdiction or the laying of venue of any such proceeding and (ii) waives its rights to have disputes tried and adjudicated by a judge and jury except as otherwise expressly provided herein.

The arbitration and selection of the arbitrator(s) will be conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"). If the parties are unable to agree upon a single arbitrator within sixty (60) days, three (3) arbitrators will be used, one selected by each party within ten (10) days after the conclusion of the sixty (60) day period and a third selected by the first two within ten (10) days thereafter. The arbitrator appointed to chair the arbitral tribunal will be fluent in English and not of the same nationality as either party. The place of the arbitration will be London, England. The arbitrator(s) will have the authority to award actual money damages, specific performance, and temporary injunctive relief, but the arbitrator(s) will not have the ability to award exemplary or punitive damages, and the parties expressly waive any claimed right to such damages. The parties exclude any right of appeal to any court on the merits of the dispute. Judgment on the award may be entered in any court having jurisdiction over the award or any of the parties or their assets. Any dispute relating to the validity or effect of this arbitration clause or to any arbitration arising thereunder will be governed by the arbitration law of the arbitral site.

The costs and expenses of the arbitration, but not the costs and expenses of the parties, will be shared equally by the parties; provided, that if the arbitrator(s) determine(s) that one party prevailed in the proceeding, then the other party will bear the entire cost and expense of the arbitration. In any arbitration, the successful or prevailing party will be entitled to recover its reasonable attorney’s fees and other costs incurred in connection with the proceeding, in addition to any other relief to which such party may be entitled. Except as otherwise required by law, the parties and the arbitrator(s) will maintain as confidential all information or documents obtained during the arbitration process, including the resolution of the dispute.

**AMENDMENT**

The Foundation reserves the right to revise, modify, add or delete portions of the Terms of Use at any time. We will provide notice of any material change to the Terms of Use by posting a “*New Terms of Use*” (or similar formulation) link on the Site’s home page. Coaches and/or schools are responsible for obtaining updated parental consent if material changes are made to the Terms of Use. Any change, modification, addition or deletion will be effective thirty (30) calendar days following our posting of the notice on the Site.

**MISCELLANEOUS**

Neither you nor the Foundation will be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Site. You may not sell, trade, lease, assign or otherwise transfer your rights hereunder to any third party. The Terms of Use do not create rights enforceable by third parties. The Foundation may assign its rights and duties under the Terms of Use without such assignment being considered a change to the Terms of Use and without notice to you. The Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision will still be enforced to the fullest extent permitted by applicable law and such determination will not affect the validity and enforceability of any other remaining provisions. If the Foundation fails to enforce any provision of the Terms of Use, it will not constitute a waiver of such provision. The Terms of Use will inure to the benefit of the Foundation’s successors, assignees and licensees. The Terms of Use and the Projects Privacy Policy and any modification by the Foundation to either or both of the foregoing, constitute the entire understanding between the Foundation regarding your access to, license and use of the Site and they supersede any prior agreement, statement or representation with respect to the same. The headings of the sections of the Terms of Use were added for convenience and are not to be deemed a part of the Terms of Use.

**LANGUAGE**

The parties confirm that the Terms of Use and all related documentation will be drafted in English. Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise.

**QUESTIONS ABOUT THE TERMS OF USE**

The Foundation welcomes your comments or questions. Please contact us via email by clicking on [Contact Us](http://www.thinkquest.org/pls/html/think.help?id=ntact_us) or by sending us an email to support@thinkquest.org or by sending a letter to:

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